

as a *bonâ fide* and valid instrument, every allegation affecting its fairness being peremptorily denied; the answer averring that the respondent at the time of its execution gave the grantee his bill, obligatory for the amount of the purchase-money, of which he has since paid eight hundred dollars, and that he is ready and willing to pay the balance due thereon whenever lawfully required so to do.

The question, therefore, is not simply whether this complainant is entitled to a decree for alimony, or a separate maintenance out of her husband's estate, but the Court is called upon as a preliminary question to decide whether the impeached deed is fraudulent or not. No case has been cited, nor have my researches enabled me to find one, in which the Court when applied to to decree a separate maintenance to the wife, has engaged in an investigation into the character of alienations of property made by the husband, so as in effect to compel the husband's alienee to pay the allowance to the wife, which is precisely the object and prayer of this bill.

The wife under certain circumstances is entitled to alimony, or a separate maintenance, to be paid by the husband or out of his estate. *Helms vs. Franciscus*, 2 *Bland*, 568; *Ball vs. Montgomery*, 2 *Ves. Jr.*, 195; *Duncan vs. Duncan*, 19 *Ves.*, 395; *Mix vs. Mix*, 1 *Johns. Ch. Rep.*, 110. The decree of the County Court in the case of *Wallingsford vs. Wallingsford*, 6 *H. & J.*, 485, was reversed upon the ground in part that it did not direct an income to be paid for the maintenance of the wife out of the husband's estate, and that it did not create a personal liability in the husband to pay any sum of money.

The deed in this case is vindicated against the attack made upon it by the bill, upon the ground that it was executed for a *bonâ fide* and valuable consideration, and with no intent to defraud the complainant, or any other person or persons, of their just rights; and a number of witnesses have been examined on the part of the complaint, to prove by the declarations of the defendant, Samuel Dunnock, that the consideration was not paid. I do not, however, consider it necessary to examine into and decide upon the sufficiency of this evidence